

REMARKS

Applicant thanks the Examiner for the thorough examination of the present application, and respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the reasons that follow. Claims 1-57 have been rejected. By way of this Amendment and Reply, claims 1, 6, 17, and 33 have been amended, and claims 3, 19, and 35 have been cancelled. No new matter is added by way of these amendments, and support may be found throughout the application as originally filed. Upon entry of this Amendment and Reply, claims 1, 2, 4-18, 20-34, and 36-57 will be pending for examination.

Claim Rejections Under 35 U.S.C. § 103

The Office Action rejects claims 1, 6, 8, 14, 15, 17, 22, 24, 30, 31, 33, 38, 40, 46, 47, and 50-54 under 35 U.S.C. § 103(a) as being unpatentable over U.S. Publication No. 2003/0018878 to Dorward *et al.* (“Dorward”) in view of U.S. Publication No. 2003/0158980 to Mizuno (“Mizuno”). The Office Action rejects claims 2-5, 7, 9, 12, 13, 18-21, 23, 25, 34-37, 39, 41, 44, and 45 under 35 U.S.C. § 103(a) as being unpatentable over Doward in view of Mizuno and further in view of U.S. Patent No. 6,965,646 to Firestone (“Firestone”). The Office Action rejects claims 10, 11, 26, 27, 42, and 43 under 35 U.S.C. § 103(a) as being unpatentable over Doward in view of Mizuno and further in view of U.S. Publication No. 2003/0118107 to Itakura *et al.* (“Itakura”). The Office Action rejects claims 16, 32, 48, 49, 52, and 55 under 35 U.S.C. § 103(a) as being unpatentable over Dorward in view of Mizuno and further in view of U.S. Publication No. 2003/0169759 to Asai (“Asai”).

Although Applicant does not agree with or acquiesce to the above-mentioned rejections, in the interest of advancing prosecution towards completion, Applicant has amended independent claims 1, 17, and 33 to more particularly describe aspects of the present application. In particular, Applicant has amended independent claims 1, 17, and 33 to incorporate the subject matter previously presented in dependent claims 3, 19, and 35. As discussed in greater detail below, contrary to the position asserted in the Office Action, the cited references do not disclose,

teach, or suggest the claim elements previous presented in dependent claims 3, 19, and 35, and now incorporated into independent claims 1, 17, and 33.

With regard to previously presented dependent claims 3, 19, and 35, the Office Action correctly acknowledges that Dorward and Mizuno do not teach a processor configured to “execute instructions to examine maximum values of a packet size allowed by a connection related to communication and unify the smallest size among the packet size maximum values as a maximum value of an allowable packet size.” *See, e.g.*, Office Action at 12. The Office Action, however, asserts that Firestone cures this deficiency associated with Dorward and Mizuno. Applicant respectfully disagrees.

Firestone is directed to “reformatting MPEG files to increase transmission performance in a network.” (Firestone at 1:6-10.) More precisely, in the portion of Firestone cited by the Office Action, Firestone describes fragmenting or aggregating media packets based on an optimal network packet size:

The packetizer 104 will fragment or aggregate media packets into network packets according to their respective sizes. Media packets are generally described as constant-sized packets containing either video or audio data. Specifically, if the size of a media packet in media file 102 is larger than the optimal network packet size, the packetizer 104 will fragment the large media packet into two or more successive network packets. On the other hand, if the size of a media packet in media file 102 is smaller than the optimal network packet size, packetizer 104 may aggregate two or more media packets into a single network packet—so long as this would not place a start code at a forbidden location within the RTP packet.

(Firestone at 2:49-61; emphasis supplied.) Thus, in the case of a media packet larger than the optimal packet size, Firestone teaches fragmenting the packet into smaller packets. Conversely, in the case of a media packet smaller than the optimal packet size, Firestone teaches aggregating two or more such packets to create a larger packet more commensurate with the optimal packet size.

In contrast to this fragmentation/aggregation teaching of Firestone, dependent claims 3, 19, and 35 (now incorporated into independent claims 1, 17, and 33) recite “examining maximum values of a packet size allowed by a connection related to communication” and “unifying a smallest size among said packet size maximum values as a maximum value of an allowable packet size.” (Emphasis supplied.) Hence, as described for example at paragraph [0079] of the published application, the “processing unit 1-2 examines a maximum packet size usable in each of the TCP connections and sets a smallest one of the respective maximum packet sizes as a representative value to be used when using each TCP connection.” Firestone cannot be reasonably interpreted as teaching this claimed subject matter because Firestone does not (i) examine the *maximum* packet value size for a plurality of connections, and (ii) set the *smallest* of the examined maximum packet value sizes as the *maximum* allowable packet size. Rather, Firestone merely teaches fragmenting or aggregating media packets based on an optimal network packet size, which cannot be reasonably interpreted as equating to the above-mentioned claim limitation. Thus, Applicant respectfully submits that Firestone does not cure the deficiencies associated with Dorward and Mizuno.

With respect to the remaining Itakura and Asai references, Applicant respectfully submits that these references were relied upon in the Office Action merely as alleged evidence of one or more elements recited in various dependent claims of the present application. Neither of these remaining references, however, cures the above-discussed deficiencies of Dorward, Mizuno, and Firestone, nor does the Office Action assert they do. Thus, Applicant respectfully submits that amended independent claims 1, 17, and 33 are also patentable over these references.

CONCLUSION

Because none of the references cited in the Office Action, either separately or in combination with each other, teaches or suggests all of the features recited in amended independent claims 1, 17, and 33, Applicant submits that independent claims 1, 17, and 33 are patentable over these cited references. Furthermore, because dependent claims 2, 4-16, 18, 20-32, 34, and 36-57 are each directly or indirectly dependent upon independent claims 1, 17, and

33, Applicant submits that each of these claims are allowable for at least the same reasons discussed above, in addition to other reasons which Applicant reserves the right to argue at a later time if necessary.

Applicant believes that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested. The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by the credit card payment instructions in EFS-Web being incorrect or absent, resulting in a rejected or incorrect credit card transaction, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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By 

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